STATE OF ARIZONA

DEPARTMENT OF TRANSPORTATION PROCUREMENT



AZFACTS FAX-ON-DEMAND

ADOT SOLICITATION REFERENCE NUMBER: T05-13-00117

Commodity Code:

Description: Foam coat metal roof – Yuma Equipment Services Shop

DUE DATE: May 11, 2005 at 5:00 P.M. MST

DATE POSTED: April 29, 2005

Opening and Submittal Location: Arizona Department of Transportation

Procurement Group

1739 West Jackson Street, Suite A, MD 100P

Phoenix, Arizona 85007-3276

REPLY TO: FAX: (602) 712-8647

Responsible Contract Officer: Michelle Carmichael Phone: (602) 712-7686

PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.

| TABLE OF CONTENTS | <u>PAGE</u> |
|---|-------------|
| Title Page | 1 |
| Section 1.0, Scope of Work | 1 |
| Section 2.0, Uniform Terms and Conditions | 2 |
| Section 3.0, Special Terms and Conditions | 2 |
| Section 4.0, Uniform Instructions to Offerors | 9 |
| Section 5.0, Special Offer Submittal Instructions | 10 |
| Attachment 1 – Price Sheet | 11 |
| Attachment 2 – Offer and Contract Award | 12 |
| Attachment 3 – References | 13 |
| Attachment 4 – Substitute W-9 Form | 14 |
| Attachment 5 – List of Subcontractors | 15 |
| Exhibit 1 – Certificate of Insurance | 16 |
| Exhibit 2 – Asbestos Statement | 17 |

1.0 SCOPE OF WORK

The Arizona Department of Transportation, hereinto referred to as the Department, has the need to prep and apply a foam roof coating on the Equipment Services Shop roof according to manufacturer's specification and industry standards.

Location: 2246 East Gila Ridge Road, Building 2034, Yuma, Arizona

SPECIFICATIONS

The contractor shall:

- Properly prep metal roof surface sealing around all vents, pipes, coolers, skylights, protrusions, etc., according to manufacturer and industry standards;
- · Apply one coat of primer;
- Apply foam roof coating of no less than one inch in thickness of foam and a minimum of two coats of white top coating;
- Provide a minimum five-year warranty on all work;
- Haul away and properly dispose of all debris; and
- Provide MSDS for all products used.

2.0 UNIFORM TERMS AND CONDITIONS

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf or contact Michelle Carmichael at (602) 712-7686.

3.0 SPECIAL TERMS AND CONDITIONS

TERM OF CONTRACT

The term of any resultant contract for the Department shall commence on the date of contract execution and continue for thirty (30) calendar days after notice to proceed or no later than June 30, 2005 (whichever comes first), unless terminated, canceled, or extended as otherwise provided herein. **Aggregate amount of contract shall not exceed \$50,000.00.**

CONTRACT EXTENSION

The Department reserves the right to unilaterally extend the period of any resultant contract for 31 days beyond the stated expiration date.

VENDOR REGISTRATION

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed STATE OF ARIZONA SUBSTITUTE W-9 FORM, Attachment 4 on file with the Procurement Group. No payments shall be made until the form is on file.

PAYMENT

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within 30 days.

INVOICING

Separate invoices are required for each shipment of product.

Each separate invoice shall include at a minimum:

- Description and listing of quantities
- Date the items were shipped to the Department

SOLICITATION REFERENCE NO. T05-13-00117

- Department contract number/purchase order number
- Price per unit and total per unit
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

Invoice shall be sent to: Facilities Maintenance

Attn: Pat Terry

1441 W. Grant Rd., MD T150

Tucson, Arizona 85745

The Department will make every effort to process payment for the purchase of product within 30 calendar days after the Department has conducted the necessary reviews, and inspections as described herein.

DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE 30 CALENDAR DAY PAYMENT PERIOD.

PERFORMANCE STANDARDS

The State relies upon the provision of services in accordance with the contract, therefore, the offeror agrees that time is of the essence, and that contractual commitments shall be met.

KEY PERSONNEL

The contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Department may require that the contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the Department.

Changes in key personnel, as detailed in contractor's offer attached hereto, cannot be made without prior written approval of the State.

All employees of the contractor employed in performance of work under this contract shall be employees of the Contractor at all times and not of the Department. The contractor shall comply with the Social Security Act, Worker's Compensation laws and unemployment laws of the State of Arizona as well as all federal, state and local legislation relevant to the contractor's business.

INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any

federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000
Blanket Contractual Liability – Written and Oral \$1,000,000
Fire Legal Liability \$50,000
Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability
Each Accident \$ 500,000
Disease – Each Employee \$ 500,000
Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 4. **Builder's Risk** \$______
 In an amount equal to the initial Contract Amount plus additional coverage equal to contract amount for all subsequent change orders.
 - a. The State of Arizona, Contractor, subcontractor and any others with an insurable interest in the work shall be **Named Insureds** on the policy.
 - b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.
 - c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.
 - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.
 - e. The Builder's Risk must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
 - f. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.
 - g. Contractor is responsible for the payment of all deductibles under the Builder's Risk policy.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional

- insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Michelle Carmichael, CPPB, Contract Officer, 1739 West Jackson Street, Suite A, MD 100P, Phoenix, Arizona 85007 and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

- All certificates required by this Contract shall be received within five (5) days of tentative award and sent directly to Michelle Carmichael, CPPB, Contract Officer, 1739 West Jackson Street, Suite A, MD 100P, Phoenix, Arizona 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.
- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. <u>EXCEPTIONS:</u> In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

REFERENCES

The offer shall include a minimum of 3 references that have utilized the offeror's services within the past twenty-four months. These references shall be from major organizations, which are not directly controlled by the offeror. References shall be provided on Attachment 3 and shall include all requested information. Use additional sheets if necessary. Make certain that all references submitted contain up to date information, as all references will be checked.

LICENSES, PERMITS, ETC.

The Contractor and their subcontractors submitting offer packages must be licensed in the State of Arizona and must identify the license numbers and types of license as they pertain to this solicitation package (see Attachment 5).

All licenses shall be current and have been and still are in good standings without suspension or interruption with the Registrar of Contractors office. All licenses must be maintained in good standings for the duration of the contract, which includes all contractual requirements throughout the term of the contract.

The contractor shall be responsible for all fees associated with utility connections and any other type of permits required.

SITE VISIT

All offerors are required to examine carefully the job site and satisfy themselves as to the man-hours and conditions to be encountered in performing the work. Submission of an offer is prima facie evidence that the contractor has examined the work site, drawings, specifications, and amendments. The contractor understands all work and contract requirements and is aware of all conditions that might impact work performance.

GUARANTEE

A written guarantee shall be furnished on the contractor's letterhead signed by the contractor providing the following at no cost to the Arizona Department of Transportation.

Within 1 year after the date of substantial completion, any of the materials or work found to be defective, not in accordance with the contract documents, or not in accordance with the local, state or national codes, shall be corrected by the contractor at no cost to the Owner. Notice of such defect shall be made in writing.

During the guarantee period, the Department may make temporary emergency repairs required for protection of building and contents without invalidating the guarantee; immediate notice of such emergency protective action shall be sent to guarantor and the latter shall visit the site and approve or augment work of the Department. The cost of the temporary emergency repairs shall be paid for by the contractor.

GENERAL REQUIREMENTS

The contractor shall furnish all the labor and materials for the project as described and complete all work in accordance with the requirements of the specifications for this project which shall apply to the basic offer.

| The Total Gross Offer shall include all applicable taxes. | | | |
|---|--|--|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

INVESTIGATIONS

The Arizona Department of Transportation (ADOT) Contract Officer reserves the right to make investigations, as deemed necessary, to determine the ability of the contractor to perform the specified work. The contractor shall furnish to ADOT all such information and data for this purpose as may be requested. ADOT reserves the right to reject any offer if evidence submitted or investigation fails to satisfy the owners that the contractor is properly qualified to carry out the obligations of the solicitation. Conditional offers shall not be accepted.

PRICES

Prices shall be shown in both words and figures. In a case of discrepancy, the amount in words will govern. In case of error in the extension of prices of the offer, the unit price shall govern. No offer shall be altered, amended or withdrawn after the specified offer due date and time.

CONTRACT ADMINISTRATION

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact:

Michelle Carmichael, CPPB, Contract Officer (602) 712-7686

Following award, the contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Contract Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

If intended for the State, to:

Arizona Department of Transportation Procurement Group 1739 West Jackson Street, Suite A, MD 100P Phoenix, Arizona 85007-3276 Attention: Michelle Carmichael, CPPB

SAFETY STANDARDS

All items supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

ASBESTOS

This facility has been inspected and/or tested for asbestos containing material (ACM) and may or may not contain ACM. The contractor shall be responsible to review the inspection and testing report prior to beginning any construction activities. The report is on file in the General Operations Office at 1655 West Jackson Street, Phoenix, Arizona.

Regardless of the information provided in the report, if concealed or hidden suspect asbestos containing materials are discovered, STOP WORK – Do not disturb the material. Isolate the area and notify the owner. The owner will be responsible for removal of all asbestos containing material.

Upon final completion, the contractor shall provide a completed notarized statement (see Exhibit 2 – Asbestos Statement) that no materials containing asbestos were used in this project. Final payment shall not be processed until this Statement is received. Should it be determined that asbestos containing materials were used for this project, the Contractor shall be liable for all costs associated with, but not limited to, removal of, disposal of, and any fines or legal actions associated with using asbestos containing materials.

SUBCONTRACTORS

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Project Manager or the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract. All proposed Subcontractors shall be licensed in accordance with the State of Arizona contractor licensing requirements and must meet the licensing requirements if any set forth in this solicitation.

4.0 <u>UNIFORM INSTRUCTIONS TO OFFERORS</u>

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf or contact Michelle Carmichael at (602) 712-7686.

5.0 SPECIAL INSTRUCTIONS TO OFFER

Complete and return all required information to the location indicated on the solicitation, page one (1) by the time indicated. Responses may be faxed to: (602) 712-8647, Attention: Michelle Carmichael. Responses must be in writing and signed.

• Complete and return the PRICE SHEET ■ (SIGNED) OFFER & CONTRACT AWARD SHEET ■ REFERENCES ■ SUBSTITUTE W-9 FORM ■ SUBCONTRACTORS LIST.

ATTACHMENT 1 PRICE SHEET

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group 1739 West Jackson Street, Suite A, MD 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211

SOLICITATION NO. T05-13-00117

| Item No. | Description | Qty | Unit |
|------------|---|-------------|------------------------------------|
| | | | |
| 1. | Foam coat metal roof, per specifications | 1 | Lump Sum |
| | | | |
| | | | |
| | | TOTAL O | BROSS OFFER \$ |
| \$ | | | Dollars |
| (written d | ollar amount) | | |
| | | | |
| Award wil | Il be based on the Total Gross Offer. | | |
| | prices shall include all costs for labor, equi all work, including tax, in accordance with the re | | |
| | | | |
| | | | |
| | | | |
| Company | Name | | |
| | | | |
| | | | |
| License N | umber | | |
| | | | |
| | | | |
| | | | |
| IF PAYMEN | T IS MADE WITHIN DAYS AFTER RECEIPT OF | GOODS OR SE | RVICES, THE ABOVE QUOTED PRICE CAN |

BE DISCOUNTED BY

ATTACHMENT 2 OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211



SOLICITATION NO. T05-13-00117

Submit this form with an original signature to the Department **OFFER** TO THE STATE OF ARIZONA: The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents. Federal Employer Identification For clarification of this offer, contact: No.: Printed Name Offeror's (Company) Name Email Address Address Company Email Address City Zip Signature of Person Authorized to Sign Offer State Phone Printed Name Date Facsimile Title ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY) Your bid is hereby accepted. The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the state. This contract shall henceforth be referred to as Contract No. FOAM COAT METAL ROOF - YUMA EQUIPMENT SERVICES The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document. State of Arizona Effective this _____ day of ____ 2005 Michelle Carmichael, CPPB As Procurement Officer and not personally

ATTACHMENT 3 REFERENCES

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group 1739 West Jackson Street, Suite A, MD 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211

SOLICITATION NO. T05-13-00117

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 24 MONTHS. These references may be checked, so please make sure all information is accurate and current.

| A. | ORGANIZATION: |
|----|------------------------------|
| | ADDRESS: |
| | CITY/STATE/ZIP CODE: |
| | CONTACT: |
| | TELEPHONE NUMBER: |
| | DATE OF CONTRACT INITIATION: |
| | TYPE OF SERVICES PROVIDED: |
| | |
| B. | ORGANIZATION: |
| | ADDRESS: |
| | CITY/STATE/ZIP CODE: |
| | CONTACT: |
| | TELEPHONE NUMBER: |
| | DATE OF CONTRACT INITIATION: |
| | TYPE OF SERVICES PROVIDED: |
| C. | ORGANIZATION: |
| | ADDRESS: |
| | CITY/STATE/ZIP CODE: |
| | CONTACT: |
| | TELEPHONE NUMBER: |
| | DATE OF CONTRACT INITIATION: |
| | TYPE OF SERVICES PROVIDED: |

INSERT SUBSTITUTE W9 FORM HERE

ATTACHMENT 5 LIST OF SUBCONTRACTORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson Street, Suite A, MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T05-13-00117

LIST OF MAJOR SUBCONTRACTORS AND SUPPLIERS

A list of proposed major subcontractors and suppliers shall be submitted with the bid package on this form in a separate sealed envelope marked "list of Major Subcontractor and Suppliers". After bid submittal there shall be no change of subcontractor(s) or supplier (s) or Manufacturers identified on this Attachment, without prior writter approval from the owner.

If the Prime Contractor has an "A" license and plans to perform any of the work listed below, enter the company name in the space provided for Name of Subcontractor/Supplier/Manufacturer, for the appropriate activity.

| <u>TRADE</u> | FULL NAM | ME OF SUBCONTRACTOR/SUPPLIER/MANUFACTURER | LICENSE NUMBER |
|--------------|----------|---|----------------|
| Sitework | _ | | |
| Roofing | _ | | |
| Finishes: | _ | | |
| Drywall: | _ | | |
| Ceiling: | _ | | |
| Specialties | s: _ | | |
| Mechanica | al: _ | | |
| Electrical: | _ | | |
| Air Cond: | _ | | |
| Evap. Coo | oler _ | | |
| Heater: | _ | | |
| Controls: | | | |

If multiple Subcontractors/Suppliers will be providing service in the same trade(s) as listed above, Write the Trade, Name of Subcontractor/Supplier, and License No. (if appropriate) on additional pages and submit with offer.



EXHIBIT I STATE OF ARIZONA CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: <u>ARIZONA DEPARTMENT OF TRANSPORTATION</u>
PROJECT TITLE: FOAM COAT METAL ROOF – YUMA EQUIPMENT SERVICES
CONTRACT NUMBER:

| PRODUCER | | COMPANIES AFFORDING COVERAGE | | | CURRENT A.M. BEST RATING | | |
|--|---|------------------------------|----------------------------|-----------|--------------------------------------|---|--|
| | | А | | | | | |
| INSURE | D | | | В | | | |
| | | | | С | | | |
| | | | D | | | | |
| THIS IS | TO CERTIFY THAT THE POLICIES OF INSURA | NCE LISTED BELOW HAVE | BEEN ISSUED T | O THE INS | SURED NAMED ABOVE FOR | THE POLICY PERIOD INDICATED. | |
| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFE DATE (MM/DD | | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | (,000) |
| | GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE CLAIMS MADE OWNER'S & CONTRACTOR'S PROT. PER PROJECT PRODUCT/COMPLETED OPERATIONS | | | | | GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON | \$ \$ \$ \$ \$ \$ \$ |
| | AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY | | | | | COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE | \$ |
| | PROFESSIONAL LIABILITY TYPE CLAIMS MADE OCCURRENCE | | | | | EACH OCCURRENCE AGGREGATE | \$ \$ |
| | EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM | | | | | EACH OCCURRENCE AGGREGATE | \$ \$ |
| | WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | | | | | STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE | \$ \$ |
| | BUILDERS RISK | | | | | | |
| | OTHER: | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS: STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSUREDS. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS | | | | | | | |
| | CATE SHALL BE PRIMARY AND ANY INSUR BE EXCESS AND NOT CONTRIBUTORY INSUR | | | | | IS AGENCIES, BOARDS, DEPARTMEN | TS OR COMMISSIONS |
| | RTHER AGREED THAT NO POLICY SHALL IN NOTICE TO THE STATE. THIS CERTIFICATE | | | | | | OUT FIFTY (50) DAYS |
| | CERTIFICATE HOLDER / ADD | DITIONAL INSURED | | AUTHOR | RIZED REPRESENTATIVE O | F THE INSURANCE COMPANY | |

| State of Arizona Arizona Department of Transportation 1739 W. Jackson St., Suite A, MD 100P Phoenix, AZ 85007-3276 | |
|---|-----------------|
| | SIGNATURE DATE: |

RMD COI(9/1/93) Rev, 12/99

EXHIBIT 2 ASBESTOS STATEMENT

ARIZONA DEPARTMENT OF TRANSPORTATION Procurement

1739 West Jackson Street, Suite A, MD 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211

SOLICITATION NO. T05-13-00117

ASBESTOS STATEMENT State of Arizona) ss. County of Project Name: Contract No.: Subcontractor: All materials used in the above referenced project are free of asbestos. (Signature) Owner (Title) Subscribed and sworn before me This ____ day of ___ Notary Public in and for The County of State of